



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO UPDATE THE ERIE COUNTY FOREST
MANAGEMENT PLAN

RFP # 2023-026VF

April 5, 2023

DEPARTMENT OF PARKS, RECREATION, AND FORESTRY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

County of Erie
REQUEST FOR PROPOSALS

RFP # 2023-026VF

TO UPDATE THE ERIE COUNTY FOREST MANAGEMENT PLAN

1. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified landscape architecture, planning, forestry, and/or other appropriate firms interested in developing an update to the Erie County Forest Management Plan 2023. Proposers interested in providing the aforementioned services are invited to respond to this request.

2. GENERAL INFORMATION AND REQUIREMENTS:

A. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County’s goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.

B. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A.” Unsigned proposals will be rejected.**

C. **One (1) original, six (6) print copies, and one (1) electronic copy in PDF format (formatted to print on standard letter size paper) on flash drive of the proposal are required to be submitted by 2:00 pm on May 9, 2023. Proposals MUST be signed. Unsigned proposals will be rejected.**

D. **All firms wishing to participate in this process must register electronically to Emily Moll, Planner at Emily.Moll@erie.gov. All further information and contact from Erie County will be sent electronically.**

E. **ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN**

F. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

G. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

H. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

I. The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status, or any other status protected by New York State and Federal laws.

J. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

3. SCOPE OF WORK

Background

Erie County's Bureau of Forestry was created in 1927. The goals and objectives of the Bureau at that time included:

- Establishing forest plantations to demonstrate reforestation and forest crops.
- Managing forests for the benefit of the inhabitants of the County and with income going to the general fund for the County.
- Using "scientific forestry" to guide the planting and rearing of trees.
- That the protection of water supplies and storm and erosion damage prevention be a priority.
- Assisting in re-establishing soil fertility, providing habitat for game and fish, and to encourage forest plantation under private ownership.

The County completed a Forest Conservation Plan in 1965, a Forest Management Study in 1987, and a Forest Management Plan in 2003. In the 2003 Plan, the mission of the Bureau of Forestry was "to increase the public revenues from the sale of forest products, as well as encourage the enhancement and protection of wildlife and water supplies for the people of this County."

The Erie County Parks Master Plan Update was completed in 2019, which identified the need for a comprehensive update to the 2003 Forest Management Plan. Recommendations from the 2019 Parks Master Plan included:

- That an extensive forest inventory of all Forest Lots be conducted so these habitats can be better understood and better managed for wildlife in the future.

- Encouraging biodiversity of trees, shrubs, and ground cover in all lots.
- Expanding and enhancing recreational and educational opportunities.
- Managing invasive plant species.

Within the Erie County Park System there are 12 Forest Lots totaling 2,923 acres. Lot size ranges from approximately 71 acres to 852 acres. These Lots are located in three Erie County Towns – Concord, Holland, and Sardinia.

Goals and Objectives

As part of this update to the 2003 Erie County Forest Management Plan, the selected Consultant will work with the County, the project steering committee, and the project stakeholder groups to update the goals and objectives of the Bureau of Forestry with consideration for the public commentary.

The current goals of the Bureau of Forestry as per the 2003 Forest Management Plan include:

- Creating healthier and more sustainable forests through the use of science, best management practices (BMPs), and common sense.
- Creating educational and economic opportunities for taxpayers, community groups, and educators.
- Utilizing the Woodlands Ecological Center for scientific purposes, specifically ecology and forestry.
- Putting forest products to good use in County Parks, County departments, and public projects.
- Reducing taxes through profits from sales of lumber products.
- Providing water resource protection, wildlife habitat enhancement, and fire protection.
- Encouraging and enhancing recreational use.

Project Overview

- Update the 2003 Forest Management Plan, with consideration for the 2019 Parks Master Plan recommendations and priorities, the publications listed under the “Existing Reports to Reference” section of this RFP, and the public commentary.
- Facilitate public engagement for input on the goals, objectives, and recommendations.
- Delineate and diagnose the Forest Lot stands.
- Assess the ecological communities and their trajectories.
- Inventory the Bureau of Forestry assets and recommend maintenance.
- Identify existing and recommend additional recreational and educational opportunities.
- Establish BMPs following current local and regionally appropriate industry standards and scientific research for forestry management applications, including,

- but not limited to: sustainable harvesting, wildlife management, ecological community restoration, invasive species management, trail maintenance, erosion and sediment protection, and natural resource conservation.
- Prescribe management actions for each of Forest Lot and provide estimates on the costs, timelines, and value of management.

Proposed Work

GENERAL AND ADMINISTRATIVE TASKS

- Develop a formal project timeline or a Gantt Chart to include milestones, tasks, and deliverables to be completed.
- Attend a project kickoff meeting with County staff and steering committee to discuss scope of project, roles, deliverables, and schedule.
- Facilitate meetings with County staff and steering committee monthly, or as needed, to provide guidance and discuss progress and scope of work. Coordinate with County staff to schedule meetings. Meeting duties include, but are not limited to:
 - Identify goals, objectives, management strategies, needs and constraints, industry standards, standard operating procedures (SOPs), and data to be collected.
 - Periodic meetings to discuss plan development and milestones.
 - Provide County staff and steering committee with written meeting minutes for all meetings.
- Report progress to County staff via email on a bi-weekly basis. Provide updates in a consistent form that identifies changes from previous updates.
- Provide draft documents in editable file formats (Microsoft Office documents) for County review, no less than five (5) business days prior to the next scheduled progress update meeting. The County's comments and edits are to be included in the subsequent submission.

TASK A: PUBLIC ENGAGEMENT

Develop a public engagement strategy including, but not limited to:

- Facilitating two (2) in-person public meetings at a location near Forest Lots (i.e. Southtowns). One meeting will occur following the preliminary drafting of goals, objectives, and Plan outline, and one meeting will occur following field data collection and preliminary Plan drafting. Develop a user-survey to be distributed physically (at public meetings and via mail) and electronically (via social media and email). Coordinate with County staff on the advertising of meetings. The Consultant will be responsible for developing and providing all necessary promotional and public engagement materials. Public meetings should include SWOT analysis.
- Facilitate two (2) stakeholder group meetings at a central location. Stakeholder groups should include, but are not limited to: recreation, sustainable forestry

practices, deer pressure, ecological conservation and invasive species management, and erosion and sediment control. One meeting will occur following the preliminary drafting of goals, objectives, and Plan outline, and one meeting will occur following field data collection and preliminary Plan drafting. Stakeholder group meetings should include SWOT analysis.

The public engagement process is intended to guide the updating of the goals, objectives, and recommendations of the Plan.

Deliverables:

- All records/information collected and documents generated must be provided to the County.
- Provide the County staff and steering committee with all meeting minutes and action items for all public and stakeholder meetings.
- Collate all data and feedback received from the public and stakeholders to be included as an appendix to the final report, including SWOT analyses.

TASK B: STAND DELINEATION AND DIAGNOSES

Identify and delineate the stands in each Forest Lot. GPS coordinates should be collected and should be field grade or better accuracy. Diagnose the existing conditions for ecological function and value, and for timber value(s). Emphases are to be placed on the protection of natural resources including water quality, erosion control, ecologically sensitive areas, conservation of rare, threatened, and endangered (RTE) species, management of invasive species, and public access for multiple-use recreation.

Assess and make recommendations regarding known threats to forest health including, but not limited to: hemlock wooly adelgid, beech leaf disease, deer pressure, encroachment, and climate change.

Identify and map special interest features including, but not limited to: water features and ecologically sensitive areas.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Final stand delineation maps (geospatial .pdf).
- Stand diagnosis reports.

TASK C: ECOLOGICAL EXISTING CONDITIONS AND TRAJECTORY ASSESSMENT

Provide a physiognomic description of the ecological communities in each Forest Lot. Provide descriptions of habitat types and ecologically sensitive areas. Identify observed

invasive and RTE species. Identify the ecological trajectories under the current management and propose alternative ecological trajectories. Identify focal species and reference communities. Other field observations should be documented, including, but not limited to: wildlife, waterways, and topography.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Ecological communities maps (geospatial .pdf).
- Modeling data generated.
- Ecological existing conditions report.
- Alternative trajectories assessment.

TASK D: BUREAU OF FORESTRY ASSET INVENTORY

Identify, map, assess conditions, recommend restorative action, and estimate order of magnitude cost of repairs for all assets in each Forest Lot including, but not limited to: buildings, sugar bush, bridges, culverts, and other structures. GPS coordinates should be collected for all assets, at field grade or better accuracy.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Final Bureau of Forestry asset inventory maps (geospatial .pdf).
- Asset inventory report.

TASK E: TRAILS AND RECREATION

Identify and map all trails in each Forest Lot including, but not limited to: emergency access roads, former logging roads, fire breaks, snowmobile trails, horseback riding trails, cross country skiing trails, and any other trails present. GPS coordinates should be collected and should be field grade or better accuracy. Report conditions and recommend improvements. Recommend new trails, firebreaks, logging roads, and emergency access roads following the current industry BMP's for trail creation, maintenance, and safety, with input by the recreation stakeholder group. Recommend additional or alternative recreational uses, volunteer stewardship, and educational opportunities. Recommended management strategies should consider current and proposed recreational activities.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, GIS files (.shp or .mxd).
- Proposed trail and recreation maps (geospatial .pdf).
- Final trails and recreation maps (geospatial .pdf).
- Modeling data generated.

TASK F: RECOMMENDATIONS & IMPLEMENTATION

Prepare a 10-year implementation matrix of recommended actions for each Forest Lot including, but not limited to: timeframes, estimated costs, funding opportunities, partner agencies or other expertise/equipment needed, and permits required. Recommend best management practices and standard operating procedures including, but not limited to: trail maintenance and safety, pest and invasive pest management, fire risk and fire break maintenance, wildlife management, sustainable logging and timber management, and timber sales. Prepare a forest restoration plan and planting strategy that identifies reference sites and with consideration for climate change resiliency, migration patterns, disturbance regimes, and public comment, and with emphases on conserving natural resources and restoring ecological function. Prepare a silvicultural prescription that is congruent with the established goals, objectives, BMPs, SOPs, and associated reports of this Plan.

Deliverables:

- Silviculture prescription.
- Implementation matrix.
- Best management practices.
- Standard operating procedures.
- Forest restoration plan and planting strategy.

Existing Reports to Reference

- Site Map of Forest Lots
- 2003 Erie County Forest Management Plan
- 2019 Erie County Parks Master Plan Update
- NYS Forest Action Plan
- NYS Strategic Plan for State Forest Management
- NYS Climate Action Council Draft Scoping Plan
- Niagara River Watershed Management Plan - Phase 1
- Regional Niagara River Lake Erie Watershed Management Plan - Phase 2
- Niagara River Habitat Conservation Strategy
- New York's Great Lakes Action Agenda

For more information, please visit: <http://bit.ly/40ZmiF0>

Optional Alternate 1: Non-Timber Forest Product and Natural Resource Assessment

Identify non-timber forest products and natural resources present at each Forest Lot. Provide descriptions of the amounts and extents of the existing resources, and their estimated values. Recommend methods for harvest and uses for resources that are consistent with the established sustainable and conservation emphases of this Plan.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Resources assessment.

Optional Alternate 2: Assessment of Seven (7) Conservation Parks

The Conservation Parks are formally undeveloped parks that remain in a natural state for the conservation of the natural environment. Management of these parks is limited to the enhancement of environmental resources, fisheries, wildlife habitat, and self-directed recreation. While the Forest Lots and Conservation Parks both function to enhance environmental preservation, the Conservation Parks were not formed for revenue generation and instead focus on the importance of preserving natural areas.

The seven (7) Conservation Parks to be assessed include:

- Boston Forest Park
- Eighteen Mile Creek Park
- Eighteen Mile Creek Headwaters Property
- Franklin Gulf Park
- Hunters Creek Park
- Lakeview Pocket Preserve
- Scoby Dam Park

Proposed Work

TASK A: STAND DELINEATION AND DIAGNOSES

Assess and make recommendations regarding known threats to forest health including, but not limited to: hemlock wooly adelgid, beech leaf disease, deer pressure, encroachment, and climate change. Identify and map special interest features including, but not limited to: water features and ecologically sensitive areas.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Final stand delineation maps (geospatial .pdf).

TASK B: ECOLOGICAL EXISTING CONDITIONS AND TRAJECTORY ASSESSMENT

Provide a physiognomic description of the ecological communities in each Conservation Park. Provide descriptions of habitat types and ecologically sensitive areas. Identify observed invasive and RTE species. Identify the ecological trajectories under the current management and propose alternative ecological trajectories. Identify focal species and reference communities. Other field observations should be documented, including, but not limited to: wildlife, waterways, and topography.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Modeling data generated.
- Ecological existing conditions report.
- Alternatives assessment.

TASK C: CONSERVATION PARK ASSET INVENTORY

Excluding Scoby Dam Park: identify, map, assess conditions, recommend restorative action, and estimate order of magnitude cost of repairs for all assets in each Conservation Park including, but not limited to: buildings, bridges, culverts, and other structures. GPS coordinates should be collected for all assets, at field grade or better accuracy.

Deliverables:

- Field data collected including, but not limited to: data sheets, photos, GPS data, and GIS files (.shp or .mxd).
- Final Conservation Park asset inventory maps (geospatial .pdf).
- Asset inventory report.

This Scope of Work has been prepared as a proposal guideline. It is the respondent's responsibility to propose a scope that the CONSULTANT feels would be necessary to complete the project.

4. **BACKGROUND/EXPERTISE OF PARTICULAR VALUE:**

- A. Forest Management Plan or silvicultural prescription development experience over the past ten years.
- B. Ecological assessment data collection and reporting experience in the past ten years.
- C. Conservation management or ecological restoration plan design or implementation experience over the past ten years.
- D. Familiarity with the project areas.
- E. Sustainable Forestry Initiative (SFI), Forest Stewardship Council (FSC), or other relevant project certifications acquired.

Firms should only include project experience of current firm staff.

GENERAL PROPOSAL REQUIREMENTS:

A. Experience of Firm/Project Team

Firms, or their principals, responding to this RFP should include an organizational chart, identifying the project manager and team members, with their titles and roles. Resumes should only be provided for personnel on the project team.

B. Experience, Depth, and Breadth of Personnel

The project team should have a full-range of relevant industry expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience in the past 10 years and depth in each of the required disciplines. This should also include identifying the firm's role within any project and the year(s) in which the work took place. Similar project experiences noted in the proposal should include personnel still employed by the firm. Examples of similar work may be provided.

C. Approach and Methodology

Respondents to this RFP should include a brief narrative explaining their approach. The narrative should outline the products and tasks to be provided in response to the recommended Scope of Work outlined above.

D. Cost and Budget

The Consultant's contract will be a fixed price or lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses (there will be no reimbursables). Proposals must include a breakdown by cost and staff hours for the categories outlined. Submit cost proposals in a

separate sealed envelope and as a separate PDF file (formatted to print on standard letter size paper) on the flash drive along with the proposal for services.

For the purposes of the proposal submittal, the following categories should be delineated in a Fee Chart, showing a lump sum amount for each category:

- A. **Erie County Forest Management Plan Update**
- B. **Alternate 1** – Non-Timber Forest Product and Natural Resource Assessment
- C. **Alternate 2** – Assessment of Seven (7) Conservation Parks

E. **Hourly Personnel Rates**

As a supplement, a schedule of billable rates for all key personnel (Principal in Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel. Firms shall note separately the firm’s Overhead & Profit rate that is to be added to each hourly rate.

F. **Schedule**

The anticipated schedule for the RFP is:

RFP Advertisement Date	April 5
RFP Non-Mandatory Pre-Proposal Meeting	April 26
<i>Time:</i>	11:30am
<i>Location:</i>	Rath Building, Room 1004, 95 Franklin Street, Buffalo, NY 14202
RFP Questions Due	April 27
RFP Question Response Date	May 1
RFP Due Date	May 9

5. **SCORING, RANKING AND SELECTION PROCESS:**

Erie County may shortlist from the proposals and interviews/presentations may be required. Scoring and ranking will include the following factors:

A. **Background of Firm**

1.	Experience and performance of firm	15	_____
2.	Specific experience on this type of project	15	_____
3.	Staff assigned to project	10	_____
4.	Local presence for firm	10	_____

5.	M/WBE participation	5	_____
B.	Approach to project		
1.	Understanding of County’s program and intent	15	_____
2.	Understanding of tasks	15	_____
3.	Schedule	10	_____
4.	Other factors	5	_____
Total		100	_____

6. SUBMISSION OF PROPOSALS:

A. **All firms wishing to participate in this process must register electronically with Erie County to Emily Moll, Planner at Emily.Moll@erie.gov.** All further information, subsequent notifications, addendums, and contact from Erie County will be sent electronically, only to registered proposing firms.

B. Respondents are encouraged to be as concise as possible in their responses.

C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A.” Unsigned proposals will be rejected.**

D. **One (1) original, six (6) print copies, and one (1) electronic copy in PDF format (formatted to print on standard letter size paper) on flash drive of the proposal are required. Submit cost proposal in a separate sealed envelope and as a separate pdf file in the flash drive along with the proposal for services. Proposals MUST be signed. Unsigned proposals will be rejected.**

E. **Proposals must be received at the below address no later than 2:00 PM, May 9, 2023:**

Mark Rountree
Chief Planner
Erie County Department of Environment & Planning
Rath Building, Room 1010
95 Franklin Street
Buffalo, New York, 14202

F. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.

G. Any requests for RFP interpretations should be made electronically to Emily Moll, Planner at Emily.Moll@erie.gov by April 27, 2023. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

H. All consultants should understand that the County is committed to an open, fair, and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms may be interviewed prior to recommendation for selection.

I. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.

J. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

7. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this Request for Proposals, the proposer agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County and is not a bid under Section §103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County for the required services;
- By submitting a proposal, the proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its

elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
 - To reject any or all proposals;
 - To issue amendments to this RFP;
 - To issue additional solicitations for proposals;
 - To waive any irregularities in proposals received after notification to proposers affected;
 - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
 - To conduct investigations with respect to the qualifications of each proposer;
 - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
 - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
 - To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
 - To interview the proposer(s);
 - To request or obtain additional information the County deems necessary to determine the ability of the proposer;
 - To modify dates;
 - All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
 - While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer’s demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background, and resume(s) of individuals involved in providing services.
- Proposer’s experience to perform the proposed services.
- Proposer’s financial ability to provide the services.
- Evaluation of the proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer’s projected approach and plans to meet the requirements of this RFP.
- The proposer’s presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule “A.” Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B.”

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Consultant hereby assigns to the County all right, title, and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations, and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses, and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including, but not limited to: written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any County employee, officer, or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers, and the award of contracts are subject to provisions of all Federal, State, and County laws, rules, and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background, or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- A. insert the following notice in the front of its proposal:

“NOTICE”

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.

and

- B. clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected

from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to: proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.

Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured